

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2022-05

### A RESOLUTION APPROVING AN AGREEMENT WITH Y2 ANALYTICS, LLC FOR PUBLIC OPINION RESEARCH SERVICES

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 18 January 2022 to consider, among other things, approving and ratifying a contract (the “*Agreement*”) with Y2 Analytics, LLC (“*Provider*”) whereunder the City would retain Provider to perform public opinion research services on the terms and conditions specified in the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Agreement with Provider is hereby approved and ratified, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2022-05, shall take effect immediately upon passage.

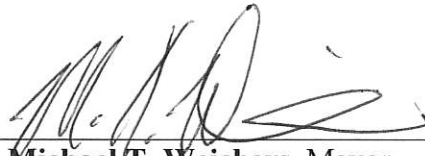
**PASSED AND APPROVED** this 18<sup>th</sup> day of January 2022.

**ATTEST:**

**COTTONWOOD HEIGHTS CITY COUNCIL**

By:   
Paula Melgar, Recorder



By:   
Michael T. Weichers, Mayor

**VOTING:**

Michael T. Weichers  
Douglas Petersen  
J. Scott Bracken  
Shawn E. Newell  
Ellen Birrell

Yea ☒ Nay \_\_\_\_  
Yea ☒ Nay \_\_\_\_  
Yea ☒ Nay \_\_\_\_  
Yea ☒ Nay \_\_\_\_  
Yea ☒ Nay \_\_\_\_

**DEPOSITED** in the office of the City Recorder this 18<sup>th</sup> day of January 2022.

**RECORDED** this \_\_\_ day of January 2022.

# Public Opinion Research Services Agreement

**THIS PUBLIC OPINION RESEARCH SERVICES AGREEMENT** (this “*Agreement*”) is entered into effective 18 January 2022 by and between **COTTONWOOD HEIGHTS**, a Utah municipality corporation (“*City*”), and **Y2 ANALYTICS, LLC**, a Utah limited liability company (“*Consultant*”).

## **RECITALS:**

A. City desires to obtain from a qualified expert public opinion research services to assess the opinions of City residents concerning certain issues to be identified by City.

B. Consultant regularly provides such consulting services and submitted its proposal (the “*Proposal*”) to City. A copy of the Proposal is attached hereto as Exhibit “A.”

C. After reviewing the Proposal, City has determined to retain Consultant to provide the subject consulting services.

D. By this Agreement, City desires to retain Consultant, and Consultant desires to be retained by City, to perform the subject consulting services on the terms and conditions specified herein.

D. City and Consultant intend to identify herein the consulting services to be performed for City by Consultant, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning the subject services. Consequently, this Agreement shall supersede any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the services to be provided under this Agreement.

## **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the public opinion research and related services described in Paragraph 2 (the “*Services*”). Consultant warrants it has the qualifications, experience and facilities to properly perform the Services.

2. **Description of Services.** The Services shall be as described in the Proposal. The “*Panel recruitment, n = 800 – 1000 interviews, up to 50 questions*” Research Mode shall be utilized for a total cost of \$15,600 (the “*Project Price*”).

3. **Compensation.** Except for authorized extra services (pursuant to Paragraph 4, below), the compensation payable to Consultant by City for the Services shall be earned on the basis as indicated in the Proposal and Section 2, above. Payment will be governed by the terms of the Proposal, with 50% of the Project Price due in order for Consultant to start data collection and the remainder of the Project Price invoiced upon receipt of the Deliverables (as defined below) by

City. All payments shall be made within thirty (30) calendar days after Consultant has provided City with an invoice.

4. **Extra Services.** City shall pay Consultant for any extra services authorized in writing in such amounts as mutually agreed to in advance. Unless City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rate for extra services shall be at the hourly rate set forth in the Proposal or as agreed to in writing by City and Consultant.

5. **Progress and Completion.** City and Consultant are aware that many factors outside Consultant's control may affect Consultant's ability to complete the Services to be provided under this Agreement. Consultant will perform the Services with reasonable diligence and expediency consistent with sound professional practices.

6. **Ownership of Documents.** All final drawings, designs, data, photographs, reports, and other documentation, including duplication of same prepared by Consultant in the performance of the Services (the "*Deliverables*"), shall become the property of City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse by City of the Deliverables for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

7. **Personal Services; No Assignment; Subcontractors.** This Agreement is for professional services, which are personal services to City. The following persons are deemed to be a key member(s) of or employee(s) of Consultant's firm, and shall be directly involved in performing or assisting in the performance of the Services: (a) Quin Monson; and (b) Kyrene Gibb. Should these individual(s) be removed from performing or assisting in the Services for any reason, City may terminate this Agreement. This Agreement is not assignable by either party without the other party's prior written consent.

8. **Hold Harmless and Insurance.**

(a) **Hold Harmless.** Consultant shall defend, indemnify and hold City, its elected and appointed officials, officers, agents and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent performance, or any negligent omission of Consultant in performing the Services.

(b) **Insurance.** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

(i) Workers compensation insurance as required by law to protect from claims under workers compensation acts;

(ii) Professional errors and omissions insurance in the amount of \$2,000,000; and

(iii) General personal injury and property damage liability insurance

with liability limits of not less than \$2,000,000 each claimant and \$2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by one or more financially responsible insurers authorized to do business in the State of Utah. Consultant shall provide City with copies of certificates for all policies with an endorsement that they are not subject to cancellation without at least 30 days' prior written notice to City. City and its officers, agents and employees shall be named as additional insureds on the general liability policy only.

9. **Relationship of the Parties.** Consultant shall perform the Services as an independent contractor and in no event shall be considered an officer, agent, servant, or employee of City. Consultant shall be solely responsible for all salaries, compensations, health insurance, perquisites, workers compensation, withholding taxes, unemployment insurance and any and all other compensation and employer obligations whatsoever associated with the Services and shall defend, indemnify and hold City and its officers, agents and employees harmless from and against the same.

10. **Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

11. **Termination by City.** City, by notifying Consultant in writing, may upon at least ten calendar days' notice, freely terminate any portion or all of the Services agreed to be performed under this Agreement, with or without cause. In the event of such termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of winding up the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 calendar days after submission of final statement by Consultant.

12. **Acceptance of Final Payment Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to Consultant for anything done, finished or relating to the Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days after the receipt of that check. However, approval or payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors or agents if any for the accuracy and competency of the Services or a release of liability for any defect or error in any Services performed by Consultant, its employees, subcontractors and agents if any.

13. **Waiver; Remedies Cumulative.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default

or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

14. **Interpretation.** Each of the provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

15. **Mitigation of Damages.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

16. **Governing Law.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

17. **Captions.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

18. **Authorization.** Each party has expressly authorized the execution of this Agreement on its behalf and acknowledge it shall bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

19. **Entire Agreement.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other Agreements, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

20. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21. **Notice.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail, postage prepaid, and addressed as follows:

To City:       City Manager  
                  Cottonwood Heights  
                  2277 East Bengal Blvd.  
                  Cottonwood Heights, Utah 84121

To Consultant: Kyrene Gibb  
Y2 Analytics  
15 West South Temple, Suite #1630  
Salt Lake City, UT 84101

**DATED** effective the date first-above written.

**CITY:**

**ATTEST:**

**COTTONWOOD HEIGHTS**, a Utah  
municipality

By: \_\_\_\_\_

**Paula Melgar**, Recorder



By: \_\_\_\_\_

**Michael T. Welchers**, Mayor

**CONSULTANT:**

**Y2 ANALYTICS, LLC**, a Utah limited  
liability company

By: \_\_\_\_\_

**Kyrene Gibb**, Vice President



# **COTTONWOOD HEIGHTS**

## **PUBLIC OPINION RESEARCH PROPOSAL**

**AUGUST 2021**

Contact:  
Y<sup>2</sup> Analytics  
Attn: Kyrene Gibb  
15 West South Temple Suite #1630  
Salt Lake City, UT 84101  
P: (801) 406-7877  
[kyrene@y2analytics.com](mailto:kyrene@y2analytics.com)



## **COMPANY INTRODUCTION, CULTURE, & TEAM**

Y<sup>2</sup> Analytics is a market research and data analysis group with extensive experience measuring and analyzing public opinion across the country. Our team includes seasoned researchers, capable analysts, veteran consultants, and database specialists. Locally based in Salt Lake City, UT, we are well positioned to work with the City of Cottonwood Heights to deliver public opinion insights.

Our formal history as a company is brief, although our researchers have been designing and executing public opinion research throughout the U.S. for over 30 years. Since our incorporation in 2013, we have had the privilege of working with a majority of the largest municipalities in Utah and on nearly every major public policy initiative in the state, in addition to conducting research for a variety of corporate and political clients.

We know the importance of seeing the big picture, and we take pride in illuminating that picture through accurate public opinion research. We have been pleased to help four of Utah's largest school districts successfully navigate their respective political environments to pass bond measures funding buildout or much needed repairs within their boundaries, and our work with cities and counties has enabled dozens of elected officials to make important policy decisions informed by a representative sample of their residents.

While we are passionate about rigorous quality and advanced statistical analysis, we pride ourselves on translating often overwhelming amounts of data into clear, actionable information. Our intent is to offer municipal clients statistically valid public opinion information when they need it, how they need it, at a price that lets them get it regularly.

## OUR EXECUTIVE RESEARCH TEAM

### QUIN MONSON, PH.D.

Quin is a recognized survey researcher and a founding partner at Y<sup>2</sup>. Though he has extensive experience polling nationally and in a dozen states, Quin has developed a specialty for Utah public opinion. He has particular expertise with sampling, weighting, and online modes.

He has fielded countless political, academic, and professional surveys via traditional phone techniques, novel Internet modes, and increasingly rare in-person interviews. His publications appear in a variety of academic journals including Political Analysis, Public Opinion Quarterly, and Political Research Quarterly.

Quin received his Ph.D. from the Ohio State University where he focused on public opinion, and survey research methods. In addition to his work at Y<sup>2</sup>, he is the former Director of the Center for the Study of Elections and Democracy and an Associate Professor of Political Science at Brigham Young University.

### KELLY PATTERSON, PH.D.

Kelly is a founding partner at Y<sup>2</sup>, a survey specialist and a political scientist. He has directed the Utah Colleges Exit Poll, a poll that has surveyed voters in the state of Utah for over 30 years. Kelly's expertise in questionnaire development includes experience with numerous randomized survey experiments and A/B testing.

His publications appear in a variety of academic journals including Public Opinion Quarterly, Political Behavior, the Journal of Politics, and the Journal of Political Marketing.

Kelly received his Ph.D. from Columbia University where he researched political parties, public opinion and voting behavior. He is also the former Director of the Center for the Study of Elections and Democracy at BYU and is currently a senior research fellow.

### SCOTT RIDING

Scott is the Managing Partner at Y<sup>2</sup> and has led the execution of polling, data mining, focus groups, and custom analytics for dozens of organizations, ranging from energy companies and professional hockey teams to school districts and candidates for the U.S. presidency. Additionally, he served as a data advisor and analyst for a presidential campaign in the Dominican Republic. From 2010 to 2013, he worked as the Director of Data Strategy for TargetPoint Consulting, a national political strategy and microtargeting firm. He served as the Deputy Analytics Officer at Jeb 2016, Inc. in Miami, FL and has been a primary strategist for Representative Mia Love since 2014.

He is a researcher and a campaign politics practitioner, specialized in making research findings actionable. Scott is a graduate of Brigham Young University.

## KYRENE GIBB

As Vice President of Research at Y<sup>2</sup> Analytics, Kyrene works directly with her clients to develop and refine their research objectives and then design a wholistic approach to data collection and analysis that gets them the answers they need. She is passionate about methodology and has a wealth of experience leading qualitative, quantitative, and mixed method projects from start to finish.

Kyrene specializes in questionnaire design, survey management, data analysis, and focus group administration for various clients in diverse arenas. Leveraging the skills she developed in her course of study while earning a BA in Political Science, she has delivered insights to inform corporate brand strategy, municipal policy, and campaign messaging for ballot-bound issues and candidates. Prior to joining Y<sup>2</sup>, Kyrene worked with GS Strategy Group, a national polling and strategic consulting firm where she collaborated on projects for candidates, interest groups, trade associations, and major corporations.

## NICK STARN

As Vice President of Operations, Nick is involved in managing – at both a strategic and operational level – Y<sup>2</sup>'s key functions. Nick has spent the last decade in business operations, successfully helping organizations innovate, grow, and succeed. Prior to his work at Y<sup>2</sup> Analytics, he spent seven years as director of operations at TargetPoint Consulting, one of the nation's leading public opinion and microtargeting research firms.

An Ohio native, Nick has a Master's Degree in Public Administration from Brigham Young University and a Communications/Business Management degree from Brigham Young University–Idaho.

## EMILY SCHILL

Emily is a Director of Research at Y<sup>2</sup> Analytics. She has led the design and analysis of many projects on behalf of a diverse range of clients in the public and private sectors. She graduated from Brigham Young University with a Bachelor's degree in Economics. As an undergraduate she completed and defended her honors thesis using her background in econometric analysis to measure the impact of policy changes within the National Parks Service. Emily enjoys quantitative research design and applying data to solve real world puzzles.

# **COTTONWOOD HEIGHTS**

## **PUBLIC OPINION RESEARCH PROPOSAL**

All of our research design begins with the objectives of our client. In our view, the primary objectives of the city are: a) measure citizen satisfaction with city services and compare these evaluations with prior measures, b) determine the main drivers of satisfaction to ensure city policy and practices lead to greater citizen satisfaction, c) and gather statistically valid citizen input on divisive issues.

To accomplish these objectives, we recommend randomly sampling citizens from the publicly-available list of registered voters in Cottonwood Heights and soliciting participation via email, supplementing this sample with mailed invitations via address-based sampling. We also recommend using an initial survey to refresh our statistically representative panel of citizens that the city can go back to time-and-time again to address multiple topics or to survey citizens as timely issues arise.

### **PROCESS & TIMELINE**

The process begins with a kick-off meeting where we discuss and confirm the research objectives of the City, after which our staff takes lead drafting a questionnaire that accomplishes these objectives. Our team manages the back-and-forth revision process as your staff and elected officials become comfortable with the questionnaire that will be fielded.

While the questionnaire is going through revisions, our staff acquires a list of residents via the publicly-available voter file for Cottonwood Heights city boundaries. We send it out to consumer marketing companies to append email addresses to it. If the city has any resident email addresses on file (for online utility billing accounts, for example), we could also leverage these email addresses in our resident list. Then we take a random sample of those email addresses and mailing addresses from the voter file and city resources (if available) to use in an initial recruitment wave.

Once the questionnaire is finalized, our team programs it for online administration in such a way that respondents can take it either on a desktop or on their mobile device. Then we send a link of the online version as well as a copy of the email and mailed letter invitation language for city approval.

Once approved, we launch the survey. We find that survey launches are most successful Tuesday-Thursday mid-morning, or Saturday early in the day. We time the mail and email to arrive at households starting on the same day. We collect responses until we reach roughly 800-1000 on the initial panel recruitment wave.

If the city decides to do a longer-term panel, at the conclusion of this survey we invite participants to opt-in to take part in subsequent waves. Our expectation is that we can gain 600-800 long-term panelists, which should conservatively give us subsequent waves around 300-500 responses. This typically takes about 7-14 days and the panel can be used to gather representative samples of resident opinions for up to three years when utilized consistently.

The day after the interviews come out of the field, we will provide a basic topline report, which includes the average response to each question in the survey. Then our analysts will run a deep-dive analysis, looking for demographic patterns and explanatory findings. Then we can deliver a full presentation and a report of recommendations to the City. We are happy to present the results to any group you request, publicly or privately. Our team has significant experience with public presentations as well as interaction with members of the press, if that is desired.

A typical project timeline proceeds like this:

Weeks 1-2: Questionnaire development and refinement, email acquisition and preparation of mailing materials

Week 3: Online programming and survey launch, both mail and email

Weeks 4-5: Fielding

Weeks 6-7: Report generation and analysis

Week 8: Delivery

Projects can be delayed if city approval requires public hearings or extensive back and forth on questionnaire development, but our team is flexible and can accommodate whatever makes sense for city staff and elected officials.

## REPORT FORMATTING

Most research firms will deliver a lengthy report with hundreds of pages of analysis and numbers. If desired, we can compile such a report. However, our experience is that once written, they get put on a shelf never to be referenced again. Our intent is to sift through the information ourselves and instead deliver a brief report that answers the research objectives without bogging decision makers down with too much irrelevant information.

We are passionate about translating statistical information into a format that is both intuitive and actionable. Our typical deliverables include both written reports and in-person presentations. Our work tends to be visual to ensure that recipients without any statistical background can see the implications of the research.

## DELIVERABLES:

- Questionnaire draft and rounds of revision.
- Email append to the registered voter file, address-based sample & mailing list, and survey invitations.
- Full topline report, which includes full question wording and basic results.
- Full analysis, which includes subgroups and geographic breakdowns where there are statistically important differences as well as trends in data over time. This is typically formatted as a set of slides for presentation.



## PRICING

Survey price is a function of mode, sample size, and interview length. Full project pricing, including costs for all project components of each proposed survey method described in this proposal can be found in the pricing table below.

Y<sup>2</sup> will bill 50% of the project cost upon approval with the remainder to be invoiced upon receipt of deliverables. A 10% discount on all listed pricing is available to any client interested in engaging in a multi-year service contract.

RESEARCH MODE	DELIVERABLES	COST ESTIMATE
One-off survey with no panel, n = 400 interviews, up to 50 questions	Questionnaire draft and rounds of revision. Voter list acquisition and preparation. Email append. Postage for mailed invitations. Survey coding, administration, & data cleaning. Post-field weights and topline. Margin of error = +- 4.9 percentage points.	\$15,200
Panel recruitment, n = 800 – 1000 interviews, up to 50 questions.	Questionnaire draft and rounds of revision. Voter list acquisition and preparation. Email append. Postage for mailed invitations. Survey coding, administration, & data cleaning. Post-field weights and topline. Margin of error = +- 3.97 percentage points.	\$15,600
ADDITIONAL OPTIONS	DELIVERABLES	COST ESTIMATE
OPEN-ACCESS ONLINE SURVEY	Programming & administration of survey for public availability and topline results comparison following the conclusion of the scientific data collection period.	\$500 fixed + variable CPI = \$1.50/response
Future panel surveys after initial recruitment, n = 300 – 500 interviews, up to 25 questions	Questionnaire draft and rounds of revision. Survey coding, administration, & data cleaning. Post-field weights and topline. Margin of error = +- 4.9 percentage points.	\$5,700
Future panel surveys after initial recruitment, n = 300 – 500 interviews, 26-50 questions	Questionnaire draft and rounds of revision. Survey coding, administration, & data cleaning. Post-field weights and topline. Margin of error = +- 4.9 percentage points.	\$6,500
Future panel surveys after initial recruitment, n = 300 – 500 interviews, 51-75 questions	Questionnaire draft and rounds of revision. Survey coding, administration, & data cleaning. Post-field weights and topline. Margin of error = +- 4.9 percentage points.	\$7,500

## CONTACT & FOLLOW UP

Our team is excited at the prospect of working on this project and we are eager to answer any questions this proposal prompts. Please contact Kyrene Gibb at [kyrene@y2analytics.com](mailto:kyrene@y2analytics.com) or call her cell phone at 801-541-6460.